

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jean Charles Incorporated		10/07/2004	CORPORATION: UTAH

RECEIVING PARTY DATA	
Name:	Bradford Soap Mexico, Inc.
Street Address:	200 Providence Street
City:	West Warwick
State/Country:	RHODE ISLAND
Postal Code:	02893
Entity Type:	CORPORATION: RHODE ISLAND

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	2534567	KOALA DREAMS
Registration Number:	2518661	WORK OF ART
Registration Number:	2849481	CUBITS

CORRESPONDENCE DATA	
Fax Number:	(617)439-4170
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	617-439-4444
Email:	trademark@edwardsangell.com
Correspondent Name:	Kathleen M. Conlon
Address Line 1:	Edwards & Angell, LLP
Address Line 2:	101 Federal Street
Address Line 4:	Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2170-0033
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NAME OF SUBMITTER:	Kathleen M. Conlon
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Total Attachments: 6  
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## ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT is made as of the 7<sup>th</sup> day of October, 2004, by and between Jean Charles Incorporated, a corporation of Utah, U.S.A. having a principal place of business at 82449 Avenue 61, Thermal, California 92274, U.S.A., acting by and through its court-appointed Receiver, Debra L. Clark (the "Assignor"), and Bradford Soap Mexico, Inc., a corporation of Rhode Island, U.S.A. having a principal place of business at 200 Providence Street, West Warwick, RI 02893, U.S.A. (the "Assignee").

WHEREAS, the Assignor is the owner of the trademarks listed on Schedule A attached hereto (the "Trademarks").

WHEREAS, the Assignor has agreed to assign the Trademarks to the Assignee, and the Assignee has agreed to accept such assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby sell, assign, set over and transfer to the Assignee, its successors and assigns, the entire right, title and interest in and to the Trademarks and any and all United States Patent and Trademark Office registrations and applications therefor as set forth herein, together with the whole of the goodwill of the business pertaining thereto, the same and the rights of the Assignor to be held and enjoyed by the Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, at common law and/or to the full end of the term or terms for which registration of the Trademarks may be granted or renewed, to the same extent as the Assignor would hold and enjoy if this Agreement and sale had not been made; together with all claims for damages by reason of past infringement of the Trademarks with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns or other legal representatives.

The Assignor covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into that would conflict with this Assignment and sale. The Assignor further agrees to execute any and all applications, assignments, affidavits, and any other papers in connection therewith necessary to perfect such rights, and also agrees, at the request and expense of the Assignee, to testify in any legal proceedings, sign all lawful papers, make all lawful oaths, and generally do everything possible to aid said Assignee, its successors and assigns, to obtain, maintain and enforce protection for said Trademarks in all countries.

The Assignor also hereby grants the law firm of Edwards & Angell, LLP the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office or any other patent office for recordation of this document.

IN WITNESS WHEREOF, Assignor, expressly intending to be legally bound hereby, has caused this Assignment to be executed by its duly authorized representative and officer as of the 8 day of October, 2004.

ASSIGNOR:

JEAN CHARLES INCORPORATED,  
Acting by and through its Receiver,  
Debra L. Clark

By: *Debra L. Clark*  
Name: Debra L. Clark  
Title: Receiver

ACKNOWLEDGMENT

STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF RIVERSIDE )

The foregoing instrument was acknowledged before me in the City of \_\_\_\_\_, this \_\_\_ day of October, 2004, by Debra L. Clark, the Court-appointed Receiver of Jean Charles Incorporated, a Utah corporation, on behalf of the corporation.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Acknowledged and Agreed:

JEAN CHARLES INCORPORATED

By: [Signature]  
Name: Conley P. Hanson  
Title: President

ACKNOWLEDGMENT

STATE OF CALIFORNIA                     )  
   ) ss:  
COUNTY OF RIVERSIDE                 )

The foregoing instrument was acknowledged before me in the City of \_\_\_\_\_, this \_\_\_ day of October, 2004, by Conley P. Hanson, the President of Jean Charles Incorporated, a Utah corporation, on behalf of the corporation.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

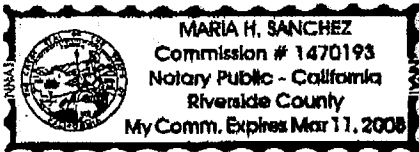
State of California  
County of Riverside } ss.

On OCT 8th 2004, before me, MARIA H SANCHEZ, NOTARY PUBLIC  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Debra L Clark & Conley P. Hanson  
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Maria H Sanchez  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Assignment of Trademarks

Document Date: 10/08/04 Number of Pages: 5

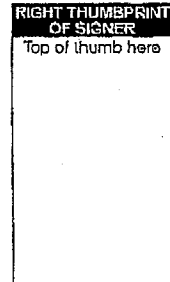
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



ASSIGNEE:  
BRADFORD SOAP MEXICO, INC.

By:

Name: G. Stephen LeGraw

Title: President and Chief Executive Officer

ACKNOWLEDGMENT

STATE OF MASSACHUSETTS            )  
  ) ss:  
COUNTY OF SUFFOLK                )

The foregoing instrument was acknowledged before me in the City of Boston, this 7<sup>th</sup> day of October, 2004, by G. Stephen LeGraw, the President of Bradford Soap Mexico, Inc., a Rhode Island corporation, on behalf of the corporation.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal.

Notary Public – Bernadette Mac Aleese

My Commission Expires: September 6, 2007

**SCHEDULE A**

<b>Mark</b>	<b>File No.</b>	<b>Country</b>	<b>Serial No. Filing Date</b>	<b>Reg. No. Reg. Date</b>	<b>Status Owner</b>
KOALA DREAMS	5	US	75/708,856 05/17/1999	2,534,567 01/29/2002	Sections 8&15 due 01/29/2008
WORK OF ART	9.1	US	75/981,115 08/06/1999	2,518,661 12/11/2001	Sections 8&15 due 12/11/2007
CUBITS	40	US	78/173,219 10/10/2002	2,849,481 06/01/2004	Sections 8&15 due 06/01/2010